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### NOTES OF CASES.

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**PERSONAL INJURY—MECHANICAL GOAT.**—The supreme lodge of a mutual benefit society which has authorized its agent, a local lodge, to initiate members into the order is held, in *Mitchell v. Leech* (S. C.), 66 L. R. A. 723, to be liable for injuries inflicted upon a candidate by the use of a mechanical goat in the initiation ceremony, although it has not authorized the use of such a contrivance. *Quære*: As to the liability, if the goat had not been mechanical but the real thing?

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**NEGLIGENCE—RIGHT OF NON-RESIDENT WIDOW TO SUE FOR DEATH OF NON-RESIDENT HUSBAND.**—A widow residing in one state, of a man who also resided there but who was negligently killed in another state, is held, in *Robertson v. Chicago, St. P., M. & O. R. Co.* (Wis.), 66 L. R. A. 919, to be entitled to the benefit of a statute of the latter state, giving a right of action against one guilty of the negligence, and requiring the amount recovered to be paid over to the widow of the decedent.

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**VENDOR AND PURCHASER—DOWER—PURCHASE PRICE.**—A purchaser who buys land subject to a wife's contingent dower right is held, in *Bassell v. Caywood* (W. Va.), 66 L. R. A. 880, to assume the risk thereof, and not to be entitled to have the same charged up to, or set off against, the purchase price.

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**FORTHCOMING BONDS—VA. CODE 1904, SECS. 3619-3620—MOTION FOR EXECUTION ON BOND—WRIT OF PROHIBITION.**—The question of whether on a forthcoming bond the motion should be for a judgment or for an execution was the subject of investigation in the recent case of *Rephan et als. v. Barham, Judge, et al.*, which arose out of the refusal of Judge Barham to strike from the docket a certain motion for an execution on a forthcoming bond, in the case of *Dreyspool v. Rephan et als.*, pending in the Corporation Court of the city of Newport News. The motion was as follows:

“To A. Rephan, H. M. Peltz, and A. Meyhr:

“Whereas a bond was executed by you to me on the 19th day of December, 1904, in the penalty of \$150.00, with a condition, whereby, after reciting that upon a judgment obtained by me in the Corporation Court of the city of Newport News, Virginia, against the said A. Rephan, I have sued out a writ of *fiat facias*, directed to the sergeant of the city of Newport News, Virginia, by virtue whereof certain goods and chattels have been taken by E. W. Milstead, sergeant of the said city, to satisfy the said execution, the amount whereof, at the date of said bond, including the officer's fees and commissions, was \$135.91. It was provided that if the said A. Rephan should have the said goods and chattels forthcoming on the day and at the place appointed for the sale thereof the said obligation should be void, and the said A. Rephan having failed to deliver the said goods and chattels according to the condition of the said bond, or to pay the said amount due on said execution, notice is hereby given to each of you that on the